

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

WILKES-BARRE POLICE :
BENEVOLENT ASSOCIATION :
 :
 v. : Case No. PF-C-99-127-E
 :
CITY OF WILKES-BARRE :

FINAL ORDER

On February 7, 2002, the City of Wilkes-Barre (City) timely filed with the Pennsylvania Labor Relations Board (Board) exceptions to the Proposed Decision and Order (PDO) issued January 18, 2002, concluding that the City violated Section 6(1)(a), (c) and (e) of the Pennsylvania Labor Relations Act (PLRA) by denying a sick leave donation benefit to an officer who exhausted his sick leave as a result of an extended illness. On February 26, 2002, the City timely filed a brief in support of its exceptions in compliance with the extension granted by the Board Secretary. On March 19, 2002, the Wilkes-Barre Police Benevolent Association (PBA) filed a response brief. After a review of the exceptions, briefs in support and opposition and all matters of record, the Board makes the following:

ADDITIONAL FINDING OF FACT

39. Article VIII, section 1 of the parties' collective bargaining agreement provides the following:

The City shall provide each policeman with twenty-one (21) days per year as sick leave. This sick leave will be permitted to be accumulated for six (6) years and shall represent a total of one hundred twenty-six (126) days, all of which shall be in full pay, and in addition, the policemen are entitled to ninety (90) days sick leave at half pay in the event the policeman has five (5) years of service on the force. In the event the policeman has less than five (5) years or more of service on the force, the present sick leave will be continued and there will be an additional eighteen (18) days per year sick leave at half pay which shall be cumulative.

(Respondent's Exhibit 1).

DISCUSSION

I. Collective Bargaining

On January 3, 1999, after serving approximately nineteen years as a police officer for the City, Gerald Rebo suffered a heart attack. As a result, Officer Rebo was unable to work for an extended period of time. Consequently, Officer Rebo exhausted the accumulated sick leave that he accrued throughout his years of service. In September of 1999, Sergeant Crane, Officer Rebo's supervisor, informed Robert Hughes, the president of the PBA, that Rebo's sick leave was almost depleted.

Officer Hughes requested officers in the bargaining unit to voluntarily donate their sick time to Officer Rebo. Upon obtaining a list of donations, Officer Hughes delivered forms delineating the donations to the City's Human Resource Director, Christine Jensen, who forwarded the forms to Mayor Thomas D. McGroarty. During a meeting on October 8, 1999, Mayor McGroarty declined to approve the sick leave donation. Subsequently, the Mayor proposed that the officers in the unit could volunteer to work extra shifts without pay for every shift paid to Rebo beyond his accumulated sick time.

In its exceptions, the City claims that the Hearing Examiner erred in concluding that the PBA met its burden of proving that the sick leave donation policy became a term and condition of employment through a binding past practice.¹ In determining whether an employer has committed a bargaining violation by contravening an established past practice, the Board must initially decide whether the change involves a mandatory subject of bargaining. South Park Township Police Ass'n v. PLRB, 789 A.2d 874 (Pa. Cmwlth. 2002). Whether a matter constitutes a mandatory subject of bargaining should be determined in the first instance by the Board. Plumstead Township v. PLRB, 713 A.2d 730 (Pa. Cmwlth. 1998). As recognized by the Hearing Examiner, the Board has consistently held that matters affecting the use and disposition of sick leave constitute mandatory subjects of bargaining. West Norriton Township Police Dep't v. West Norriton Township, 28 PPER ¶ 28163 (Final Order, 1997) (holding that under Act 111, changes that relate closely and directly to sick leave, which is a term and condition of employment, are rationally related to employees' duties and constitute mandatory subjects of bargaining); Fraternal Order of Police, Capitol City Lodge No. 12 v. City of Harrisburg, 28 PPER ¶ 28091 (Final Order, 1997) (holding that the use of accumulated sick leave to extend retirement dates is a mandatory subject of bargaining and stating that "the subject of sick leave bears a direct and rational relationship to employees' working conditions and little or no relationship to any matter of managerial policy-making reserved to the [e]mployer"); Cleona Borough Police Officers Ass'n v. Cleona Borough, 28 PPER ¶ 28065 (Final Order, 1997) (holding that, under the rational relationship test, unilateral changes in sick leave policies impact more heavily on employees' wages hours and terms and conditions of employment and do not touch upon the basic direction of an enterprise so as to constitute a managerial prerogative); Greater Johnstown Educ. Ass'n v. Greater Johnstown Sch. Dist., 19 PPER ¶ 19112 (Final Order, 1988) (holding that, under PERA, unilateral changes in sick leave policies impact more heavily on the employees' interests in wages hours and working conditions and therefore constitute a mandatory subject of bargaining). Accordingly, the donation of accumulated sick time to another officer in the unit constitutes a mandatory subject of bargaining.

The Board properly relies on precedent to determine whether a matter constitutes a mandatory subject rather than reinventing the wheel by applying the rational relationship test merely to arrive at the same result as the established precedent. Teamsters Local 77 & 250 v. PLRB, 786 A.2d 299 (Pa. Cmwlth. 2001). Although the decision

¹ The City has not challenged any findings of fact as being unsupported by substantial evidence. Accordingly, all findings in the PDO are conclusive. 34 Pa. Code § 95.98(a)(3).

regarding the negotiability of a particular subject is in part fact driven (i.e. balancing the relationship of the issue to Section 1 matters on one hand and core managerial interests on the other), once the Board has conducted this analysis the result is precedential for future cases on the same or similar facts. Of course where a party introduces new or different facts that may alter the weight the matter at issue bears on the interests of the parties, additional analysis may be warranted. The burden is on the party requesting departure from established precedent to demonstrate on the record facts warranting such departure.

The Board will apply the rational relationship test here to consider and evaluate the specific alleged managerial interests offered by the City. A matter will be deemed a mandatory subject of bargaining when it bears a rational relationship to employees' duties unless that relationship is substantially outweighed by managerial interests that involve core managerial functions such as determining the quality and quantity of service to provide the citizens. Township of Upper Saucon v. PLRB, 620 A.2d 71 (Pa. Cmwlth. 1993). The Board has stated that "it is the relationship of the employer's action to employees' terms and conditions of employment that is determinative of a subject's status as a mandatory subject of bargaining." City of Harrisburg, 28 PPER at 189. The City has alleged that the sick leave donation policy would cost the City money and it wanted to be fair to the fire officers who were required to work a shift without compensation for every donated shift. While recognizing that cost savings are indeed a legitimate concern, the Board and the Commonwealth Court have held that financial concerns are not core managerial functions that would outweigh actions rationally related to employees' terms and conditions of employment. Plumstead, *supra*. Under the City's claim, core Section 1 matters such as wages, which are clearly negotiable, could be unilaterally altered by the public employer merely because the employer was motivated to save money.

Also, the alleged equal treatment of employees by management is a matter that is more rationally related to employees within a bargaining unit, not managerial concerns. Differences regarding wages, hours and working conditions within bargaining units is not uncommon and provides no justification for an employer to unilaterally change negotiable matters in mid contract allegedly to make such matters uniform. An employer seeking such change, regardless of its motives, must address its agenda at the bargaining table. Accordingly, although the City has offered legitimate reasons for its refusal to continue the sick leave donation policy, it has not offered any recognized countervailing managerial interests affecting policy or the City's level of service that would remove the sick leave donation policy from the arena of negotiable subjects. West Norriton, *supra* (stating that an employer's "purpose in enacting the changes must substantially further a matter that rises to the level of a core managerial policy concern affecting the scope and direction of the [e]mployer's organization"). Moreover, in addition to well-established precedent and the result of applying the rational relationship test in this case, a sick leave donation policy that increases the amount of paid time off for an officer suffering from an extended illness or injury, as compensation for time off, certainly constitutes a "benefit" and directly affects "wages" and "hours" within the meaning of Section 1 of Act 111. Therefore, the

sick leave donation policy independently constitutes an expressly bargainable matter under Section 1.

In order to establish that the City effectuated a unilateral change in sick leave policies in this case, the PBA argued, and the Hearing Examiner concluded, that the City's past conduct constituted a past practice of permitting police officers to donate portions of their accumulated sick leave to other officers who had exhausted their sick leave. The Board has consistently applied the definition of past practice adopted by our Supreme Court in County of Allegheny v. Allegheny County Prison Employees Indep. Union, 476 Pa. 27, 381 A.2d 849 (1978), which states the following:

A custom or practice is not something which arises simply because a given course of conduct has been pursued by [m]anagement or the employees on one or more occasions. A custom or a practice is a usage evolved by men as a normal reaction to a recurring type of situation. It must be shown to be the accepted course of conduct characteristically repeated in response to the given set of underlying circumstances. This is not to say that the course of conduct must be accepted in the sense of both parties having agreed to it, but rather that it must be accepted in the sense of being regarded by the men involved as the normal and proper response to underlying circumstances presented.

County of Allegheny, 476 Pa. at 34, n.12, 381 A.2d at 852, n.12 (emphasis original). In Ellwood City Police Wage and Policy Unit v. Ellwood City, 29 PPER ¶ 29214 (Final Order, 1998), aff'd, 731 A.2d 670 (Pa. Cmwlth. 1999), the Board stated that "[t]he definition of past practice requires that the parties must develop a history of similar responses or reactions to a recurring set of circumstances." Id. at 507. In Pennsylvania Liquor Control Board Officers III v. Pennsylvania State Police, Bureau of Liquor Control Enforcement, 24 PPER ¶ 24171 (Final Order, 1993), the Board held that, where the evidence of past practice revealed a divergent application of a seniority system in selecting vacation periods, there was no past practice.

Here, the Hearing Examiner found that, in 1984, the City and the PBA agreed that bargaining unit members could each donate one day of sick leave per round of donations to Officer Fred Southern who had exhausted his own accumulated sick leave due to an extended non-work-related injury. (F.F. 5-12). The Hearing Examiner also found that in 1991, under a different administration, the PBA and the City extended this practice by agreeing that Officer James Lendacky could donate any amount of his accumulated sick leave to his pregnant wife, Officer Marcella Lendacky, in lieu of asking all the officers in the bargaining unit as a whole to donate some portion of their accumulated sick leave, as was done with Officer Southern. (F.F. 13). The nature of the underlying circumstances, in this case the exhaustion of accumulated sick leave, governs the frequency and character of an employer's response to those circumstances. The officers who have been in the unit in excess of six years, each receive sufficient sick leave benefits to cover most injury-related or illness-related absences from work. (F.F. 39). Fortunately, the situation where, as here, a veteran officer exhausts his accumulated sick leave and receives no other benefits to cover his absence from work, would be a rare event. Although the two prior instances of donated sick leave over the course

of fifteen years manifest an infrequent recurrence of sick leave donations, the need for sick leave donations is inherently a rare event and, every time that rare event occurred, the City, during different administrations, consistently responded by permitting bargaining unit members to donate sick leave to other officers within the unit. "A practice is no broader than the circumstances out of which it has arisen." Elkouri & Elkouri, How Arbitration Works 633 (5th ed. 1997). Stated differently, on each occurrence where sick leave donation has arisen, the City has responded with a sick leave accommodation to fit the circumstances. Accordingly, the City's past permission to donate sick leave establishes the requisite acceptance of a course of conduct characteristically repeated as the normal and proper response to the underlying circumstances presented here and constitutes an established past practice. County of Allegheny, supra; Ellwood City, supra. Therefore, the City's refusal to permit bargaining unit members to voluntarily donate their accumulated sick time to Officer Rebo was inconsistent with the City's past practice of permitting such donations when needed and constituted a unilateral change in terms and conditions of employment.

The City cites International Association of Firefighters, Local No. 1749 v. City of Butler, 32 PPER ¶ 32074 (Proposed Decision and Order, 2001), for the proposition that the City's Chief of Police, who approved prior sick leave donations, cannot bind the City to a past practice. First, the City of Butler case cited is a proposed decision and order that does not bind the Board for purposes of resolving these exceptions. Also, the City of Butler case did not involve a past practice, and the hearing examiner in that case merely opined that the Board will not enforce negotiated collective bargaining agreements between a third-class city and its employees' bargaining representative unless the agreement has been approved and adopted by that city's legislative body, i.e., the city council. In County of Allegheny, supra, our Supreme Court's definition of past practice specifically stated that a course of conduct characteristically repeated need not "be accepted in the sense of both parties having agreed to it, but rather that it must be accepted in the sense of being regarded by the men involved as the normal and proper response to the underlying circumstances presented." County of Allegheny, 476 Pa. at 34, n.12, 381 A.2d at 852, n.12. Accordingly, a matter, which constitutes a past practice not expressly agreed to, that becomes part of the employment relationship by definition does not involve a negotiated agreement subject to the approval by the Mayor or the City's legislative body. Accordingly, we affirm the Hearing Examiner's finding and conclusion that the City violated its collective bargaining duty by unilaterally changing the sick leave donation policy.

II. Discrimination

The City next takes exception to the Hearing Examiner's conclusion that the City engaged in discriminatory conduct by denying the sick leave donation benefit to Officer Rebo. The City specifically claims that the alleged discriminatory conduct relied upon was too remote in time to be related to the denial of the sick leave donation benefit; the alleged discriminatory conduct was not specifically directed at Officer Rebo, but was the common managerial and supervisory practice of the Mayor; and the City offered a managerial justification

for the denial of the sick leave donation benefit unrelated to protected activity.

The Hearing Examiner properly noted that, in a discrimination claim, the claimant has the burden of proving the following three elements: (1) that the affected employe was engaged in protected activity; (2) that the employer was aware of this activity; and (3) the adverse action taken against the employe was motivated by anti-union animus. St. Joseph's Hospital v. PLRB, 473 Pa. 101, 373 A.2d 1069 (1977). Motive creates the offense. PLRB v. Stairways, Inc., 425 A.2d 1172 (Pa. Cmwlth. 1981). Because direct evidence of anti-union animus is rarely presented or admitted by the employer, the Board and its examiners may infer animus from the evidence of record. Borough of Geistown v. PLRB, 679 A.2d 1330 (Pa. Cmwlth. 1996); York City Employees Union v. City of York, 29 PPER ¶ 29235 (Final Order, 1998). An employer's lack of adequate reason for the adverse action taken may be part of the employe's prima facie case. Stairways, supra; Teamsters Local 312 v. Upland Borough, 25 PPER ¶ 25195 (Final Order, 1994). A charge of discrimination can also be sustained when it is shown that the employe in question was the victim of disparate treatment by the employer. City of Reading v. PLRB, 568 A.2d 715 (Pa. Cmwlth. 1989).

As the Hearing Examiner explained, events that are antecedent to the events which form the basis for a charge under consideration are relevant and admissible to illuminate the nature of conduct that occurred within the limitations period and to show that the actions upon which the charge is based are part of a pattern of discriminatory or retaliatory conduct. PLRB v. Rizzo, 344 A.2d 744 (Pa. Cmwlth. 1975); Sugarloaf Township Police Dep't v. Sugarloaf Township, 33 PPER ¶ 33023 (Final Order, 2001); Local Lodge No. 1424 v. NLRB (Bryan Manufacturing), 362 U.S. 411, 80 S. Ct. 822 (1960); Axelson Mfg. Co., 88 N.L.R.B 761, 766 (1950). Such evidence can aid in determining whether the events that do form the basis for the charge were the result of unlawful motivation because "[e]vents obscure, ambiguous, or even meaningless when viewed in isolation may, like the component parts of an equation, become clear, definitive, and informative when considered in relation to other action." Axelson Mfg. Co., 88 N.L.R.B at 766. In Camp Hill Borough v. PLRB, 507 A.2d 1297 (Pa. Cmwlth. 1986), the Commonwealth Court ruled that the Board may infer animus from the totality of the circumstances, including remote earlier events, as long as the factual predicate serving as the basis for the discrimination claim under consideration "took place within the limitation period and the events are used as background to explain the conduct and real reason for the employer's conduct." Id. at 1298. In following the same rule for purposes of the National Labor Relations Act, the Eighth Circuit Court of Appeals has succinctly stated that a similar provision of the federal law was a statute of limitations and not a rule of evidence. Paramount Cap Mfg. Co. v. NLRB, 260 F.2d 109 (8th Cir. 1958). Although the Hearing Examiner admitted and considered evidence of statements that were made and events that occurred as far back as 1996, when Mayor McGroarty was inaugurated into office, the Hearing Examiner properly relied upon this evidence, which demonstrated a pervasive pattern of unlawfully motivated harassment of Officer Rebo, to illuminate his understanding of the real reasons for the disparate treatment of Officer Rebo regarding the denial of sick leave donations. After carefully analyzing the record, we conclude that the Hearing

Examiner determined that the City repeatedly engaged in an unlawful course of conduct.

The City next argues that it possessed a legitimate managerial reason for denying donated sick leave time to Officer Rebo, which negates a finding of unlawful motive. The record, however, supports the Hearing Examiner's contrary conclusion. In Upland Borough, supra, the Board relied upon the analysis in Wright Line, Inc., 251 N.L.R.B. 150, 105 L.R.R.M. 1169 (1980), and held that a complainant must establish a prima facie case that protected activity was the motivating factor in a discrimination case, but the employer may negate or disprove the complainant's case by countering with evidence that the action complained of would have been taken even in the absence of protected activity. Consequently, an employer's failure to produce an adequate reason for the adverse action taken may be part of the employe's prima facie case and support a finding of anti-union animus. Upland Borough, supra. Here, the Hearing Examiner expressly found that when presented with the sick leave donation forms, the Mayor rejected the donation without informing Ms. Jensen of his reasons; he did not offer any explanations at the time as to the possible inequities or costs to the City. Moreover, a cost analysis was not performed at any time. (F.F. 36-37). Although the Mayor subsequently proposed a new policy, under which officers would work without compensation for every shift paid to the injured officer on the basis that the donation policy would cost the City money, he did not, at any time, offer credible support for that position or credibly explain why it became managerially or financially necessary to treat Officer Rebo differently than those officers who previously received sick leave donations in the past. Accordingly, the Hearing Examiner properly determined that the City failed to produce a legitimate or credible reason for its disparate treatment of Officer Rebo by denying him a sick leave donation benefit.

The City maintains that the fire officers' union accepted the Mayor's proposal of having fire officers work without compensation for any paid time given to a fire officer who used up his accumulated sick leave. Accordingly, argues the City, the Mayor was attempting to treat all City employees equally and establish a uniform policy that would be more easily administrated and managed. Although maintaining administrative uniformity may be a legitimate business reason for refusing the sick leave donation to Officer Rebo, the Hearing Examiner did not make any findings to this effect. In fact, although there is testimony alluding to the Mayor's alleged desire to treat the police officers and the fire officers equally on the sick leave donation issue as well as the alleged cost to the City of maintaining a sick leave donation policy, the Hearing Examiner stated that "the City offered no legitimate or credible financial reason for its decision to change the policy regarding sick leave donation when it was Rebo's turn to seek the benefit." (PDO at 10). Accordingly, the City failed to meet its burden of proving that uniformity, equality or cost was the basis (albeit in violation of the City's bargaining obligation as above noted) for the Mayor's decision to deny the benefit to Officer Rebo.

Although the City failed to meet its burden of proving that the donation of sick leave would be costly for the City, its rationale is patently fallacious. The City argues that the receiving officer would receive a full day of pay while the donating officer would be donating

one of his/her half days. However, an officer who has worked for the City in excess of six years could have carried over 126 days of sick time at full pay plus 21 additional days of sick time at full pay for the given year. Although an officer with this much service time invested also receives 90 days of sick leave at half pay, the fallacy of the City's argument is that it assumes that the donating officers will only donate their half days rather than their accumulated full days whereby there would be no extra cost to the City. The City also fails to explain why it would need to pay a receiving officer a full day for every half day donated. Therefore, the City has failed to demonstrate how sick leave donations would result in a cost to the City.

The City also maintains that the alleged discriminatory conduct was not directed at Officer Rebo for protected activity but was a common managerial practice of the Mayor. However, under the totality of circumstances, the Mayor's conduct in denying Officer Rebo a sick leave donation benefit is yet another cog in the wheel of the Mayor's systematic harassment and disparate treatment of Officer Rebo for his union activity, as demonstrated by Findings of Fact numbers 20-38. The Hearing Examiner properly determined the following:

To a reasonable, objective observer, Mayor McGroarty's conduct exceeded the resolute management style that arguably should be a job requirement for any mayor of a Pennsylvania city. Instead, the conduct constituted conduct that had a tendency to coerce employees in the exercise of their rights under the law. Its timing, during a year of contract negotiations, its target, aimed at a leading PBA officer, and its message, a denial of a benefit given to other police officers, when considered as a whole under the "totality of the circumstances" standard, transgressed the boundaries of what the law permits in the way of strong mayoral administration of the police department.

(PDO at 10).

III. Independent Section 6(1)(a) Claim

The City also contends that the Hearing Examiner erred in concluding that the PBA met its burden of proving that the City violated Section 6(1)(a) by denying a sick leave donation benefit to Officer Rebo. The City argues that the denial of the alleged benefit was not a "clear, direct and palpable threat to those exercising their rights," (PDO at 10), as the Hearing Examiner determined, and that the alleged benefit was not a term or condition of employment or in any way responsive to any protected activity. The Board has already determined herein that the sick leave donation benefit constituted a term or condition of employment and that the City's unlawful conduct was responsive to Officer Rebo's protected activities. As the Hearing Examiner recognized, the Board will find a violation of Section 6(1)(a) where the employer's action, in light of the totality of the circumstances, tends to be coercive of employees in the exercise of their rights, regardless of whether the employees have in fact been coerced. Gomes v. Foster Township, 21 PPER ¶ 21159 (Final Order, 1990); Washington Township Municipal Authority, 20 PPER ¶ 20128 (Final Order, 1989). Moreover, proof by the complainant of anti-union motivation is not necessary to support a Section 6(1)(a) violation

where the record shows that an employer's conduct may reasonably be viewed as having a tendency to coerce employees in the exercise of their rights. Montgomery County Community College, 15 PPER ¶ 15038 (Final Order, 1984), aff'd, 16 PPER 16156 (Court of Common Pleas of Montgomery County, 1985). As determined by the Hearing Examiner and the Board herein, the denial of the sick leave donation benefit to a leading PBA official, who repeatedly has been the victim of disparate treatment in the form of discipline, harassment, embarrassment and ridicule, under the totality of the circumstances, at a minimum, tends to be coercive of employees in the exercise of their rights, regardless of whether they have actually been coerced. Therefore, the Hearing Examiner properly concluded that the PBA met its burden of proving that the City independently violated Section 6(1)(a).

IV. Remedy

The City also claims that the make-whole remedy ordered by the Hearing Examiner fails to fully specify the relief to be provided because the sick leave donation benefit requires other employees to donate sick leave and the ordered remedy does not specifically require the employees to donate their time. The City, however, has misunderstood both the nature of its own sick leave donation policy and the Board's remedy. Contrary to the City's argument, the sick leave donation policy does not require any employee to donate sick time. The policy permits officers in the bargaining unit to choose whether or not to donate sick time to another employee who has exhausted his/her accumulated contractual sick time and permits the beneficiary to receive and realize that donated time. Also, the Board has broad discretionary authority to make whole losses suffered by employees due to unfair labor practices. In Re Appeal of Cumberland Valley Sch. Dist., 483 Pa. 134, 394 A.2d 946 (1978). This authorizes the Board to restore the status quo ante but for the unfair labor practice. Id. Accordingly, restoring the status quo ante and making Officer Rebo whole requires the Board to order the City to cease and desist from interfering with the voluntary donation and receipt of sick leave time already donated, as represented in the forms already submitted to Ms. Jensen and the Mayor. It does not require the City to force officers to donate any more time than already donated or to donate a specific amount of time. The Hearing Examiner's order provides that precise remedy.

After a thorough review of the exceptions, brief in support and opposition and all matters of record, the Board shall dismiss the exceptions and affirm the Hearing Examiner's conclusion that the City committed unfair labor practices in violation of Section 6(1)(a), (c) and (e) of the PLRA.

ORDER

In view of the foregoing and in order to effectuate the policies of the Pennsylvania Labor Relations Act and Act 111 of 1968, the Board

HEREBY ORDERS AND DIRECTS

that the exceptions filed to the Proposed Decision and Order in the above-captioned matter be and the same are hereby dismissed; and that

the Proposed Decision and Order, as amended herein, be and the same is hereby made absolute and final.

SEALED, DATED and MAILED pursuant to Conference Call Meeting of the Pennsylvania Labor Relations Board, John Markle Jr., Chairman, and L. Dennis Martire, Member, this sixteenth day of April, 2002. The Board hereby authorizes the Secretary of the Board, pursuant to 34 Pa. Code 95.81(a), to issue and serve upon the parties hereto the within Order.

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

WILKES-BARRE POLICE :
BENEVOLENT ASSOCIATION :
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 v. : Case No. PF-C-99-127-E
 :
CITY OF WILKES-BARRE :

AFFIDAVIT OF COMPLIANCE

The City of Wilkes-Barre hereby certifies that it has ceased and desisted from its violation of section 6(1)(a), (c) and (e) of the Pennsylvania Labor Relations Act; that it has made Officer Gerald Rebo whole for any losses connected with the City's decision to deny him the use of the sick leave donation policy; that it has posted a copy of the Proposed Decision and Order in the manner prescribed therein and the Final Order in the same manner; and that it has served a copy of this affidavit of compliance on the Wilkes-Barre Police Benevolent Association at its place of business.

Signature/Date

Title

SWORN AND SUBSCRIBED to before me
The day and year first aforesaid

Signature of Notary Public